

In re:
Timothy M. Cotter
Melissa S. Cotter
Debtors

Case No. 17-13357-amc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2
Date Rcvd: Apr 01, 2024

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Apr 03, 2024:

Recip ID	Recipient Name and Address
db/jdb	+ Timothy M. Cotter, Melissa S. Cotter, 216 S. 10th Street, Quakertown, PA 18951-1528

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Apr 03, 2024

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on April 1, 2024 at the address(es) listed below:

Name	Email Address
DENISE ELIZABETH CARLON	on behalf of Creditor Freedom Mortgage Corporation bkgroup@kmlawgroup.com
JEROME B. BLANK	on behalf of Creditor Freedom Mortgage Corporation jblank@pincuslaw.com mmorris@pincuslaw.com
MARIO J. HANYON	on behalf of Creditor Freedom Mortgage Corporation wbecf@brockandscott.com mario.hanyon@brockandscott.com
MICHAEL PATRICK FARRINGTON	on behalf of Creditor Freedom Mortgage Corporation mfarrington@kmlawgroup.com
PAUL H. YOUNG	on behalf of Joint Debtor Melissa S. Cotter support@ymalaw.com ykaecf@gmail.com,paullawyers@gmail.com,pyoung@ymalaw.com;youngpr83562@notify.bestcase.com,tkennedy@ymalaw.com ,lesliebrown.paralegal@gmail.com,cmccullough@ymalaw.com

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PAUL H. YOUNG

on behalf of Debtor Timothy M. Cotter support@ymalaw.com
ykaecf@gmail.com,paullawyers@gmail.com,pyoung@ymalaw.com;youngpr83562@notify.bestcase.com,tkennedy@ymalaw.com
,lesliebrown.paralegal@gmail.com,cmccullough@ymalaw.com

POLLY A. LANGDON

on behalf of Trustee FREDERICK L. REIGLE ecfmail@readingch13.com

POLLY A. LANGDON

on behalf of Trustee SCOTT F. WATERMAN [Chapter 13] ecfmail@readingch13.com

SCOTT F. WATERMAN [Chapter 13]

ECFMail@ReadingCh13.com

THOMAS SONG

on behalf of Creditor Freedom Mortgage Corporation tomysong0@gmail.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 11

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Timothy M. Cotter
Melissa S. Cotter

Debtor(s)

FREEDOM MORTGAGE CORPORATION

Movant

vs.

Timothy M. Cotter
Melissa S. Cotter

Debtor(s)

Scott F. Waterman

Trustee

CHAPTER 13

NO. 17-13357 AMC

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of March 15, 2024, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$4,743.68**. Post-petition funds received after March 15, 2024, will be applied per the terms of this stipulation as outlined here. The arrearage breaks down as follows;

Post-Petition Payments: January 2024 through March 2024 at \$1,642.22/month
Suspense Balance: (\$182.98)
Total Post-Petition Arrears \$4,743.68

2. Debtor(s) shall cure said arrearages in the following manner;

a). Beginning on April 2024 and continuing through June 2024, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$1,642.22** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of **\$1,581.22 for April 2024 and May 2024 and \$1,581.24 for June 2024** towards the arrearages on or before the last day of each month at the address below;

Freedom Mortgage Corporation
Attn: Cash Processing
10500 Kincaid Drive
Fishers, IN 46037

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

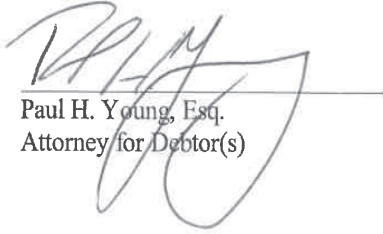
8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 20, 2024

/s/ Denise Carlon, Esquire
Denise Carlon, Esquire
Attorney for Movant


Date: _____


Paul H. Young, Esq.
Attorney for Debtor(s)

Date: 3/27/2024

/s/ Ann E. Swartz Esq., for
Scott F. Waterman, Esquire
Chapter 13 Trustee

Approved by the Court this 1st day of April, 2024. However, the court
retains discretion regarding entry of any further order.



Bankruptcy Judge
Ashely M. Chan.

